

AGREEMENT

Made this 14 day of January, 2002, by and between HOURGLASS CORPORATION, t/a Mermaid (the Applicant), and ANDY LITSKY, RICHARD WESTBROOK, C.W. HARGRAVE, H. ANTHONY MAPP, MARGARET FELDMAN, GEORGE E. HOLMES and GOTTLIEB SIMON (the Protestants).

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC) is Applicant's application for a Retailer's Class CN license for premises 1824 Half Street, S.W., ABC Application No. 9948; and

WHEREAS, the license has been protested by the undersigned individuals; and

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance of a Retailer's Class CN Liquor License at the subject premises;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. Applicant will use its best efforts to discourage its customers from driving through adjacent residential streets to or from the Club, and also from driving noisily (e.g., with radios at a high volume) or a high rate of speed through adjacent residential streets; these efforts will include making an announcement over the public address system at regular intervals during the time the Club is open for business and at closing time.

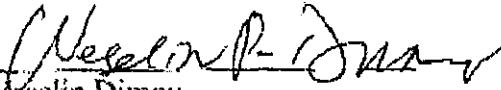
2. Applicant will keep the exterior areas adjacent to the Club clean and litter free, and shall use its best efforts to encourage its customers to keep the areas adjacent to the Club free of litter such as beer cans, bottles and other waste materials related to the Applicant's operation on days when Applicant is open for business. ("Litter as mentioned in this Agreement will not include grossly unrelated refuse such as mattresses, scrap metal, tires, furniture, abandoned machinery, etc.) ("Areas adjacent to the Club" means a radius of 200 feet from the Club.)

3. In consideration of, and reliance upon the commitments reflected in paragraphs 1 through 2 above, the Protestants will recommend to the ABC Board non-objection to Applicant's pending license application.


4. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513 .5.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

Applicant: HOURGLASS CORPORATION

By: 
Weselin Dimov

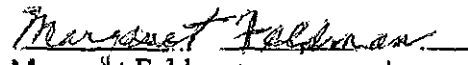
Protestants:

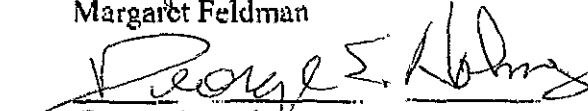

Andy Litsky

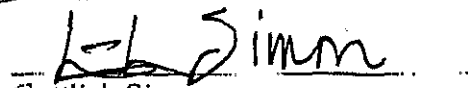

Richard Westbrook


C.W. Hargrave

 2003
H. Anthony Maffei


Margaret Feldman


George F. Holmes


Gottlieb Simon

#9948
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AGREEMENT

Made this 30 day of ^{August}~~July~~, 1995, by and between Embarcadero Corp., t/a East Side (the Applicant) and Advisory Neighborhood Commission 2D (the ANC).

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC) is Applicant's application for a Retailer's Class "CN" license for premises, 1824 Half Street, S.W., ABC Application #9948; and

WHEREAS, the premises 1824 Half Street S.W. (the Club) is within the boundary of the ANC; and

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailer's Class "CN" Liquor License at the subject premises;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. Applicant will use its best efforts to discourage its customers from driving through adjacent residential streets to or from the Club, and also from driving noisily (e.g. with radios at a high volume) or a high rate of speed through adjacent residential streets; these efforts will include making an announcement over the public address system at regular intervals during the time the Club is open for business and at closing time.

2. Applicant will keep the exterior areas adjacent to the Club clean and litter free, and shall use its best efforts to

encourage its customers to keep the areas adjacent to the Club free of litter such as beer cans, bottles and other waste materials related to the Applicant's operation on days when Applicant is open for business. ("Litter" as mentioned in this Agreement will not include grossly unrelated refuse such as mattresses, scrap metal, tires, furniture, abandoned machinery, etc.) ("Areas adjacent to the Club" means a radius of 200 feet from the Club.)

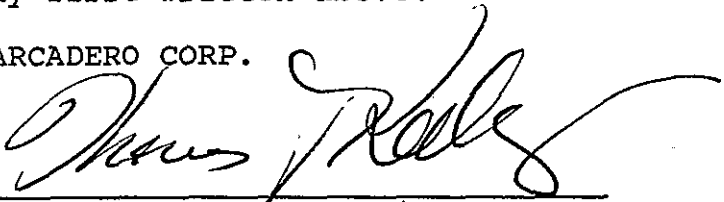
3. In consideration of, and reliance upon, the commitments reflected in paragraphs 1 through 2 above, the ANC will recommend to the ABC Board non-objection to applicant's pending license application.

4. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

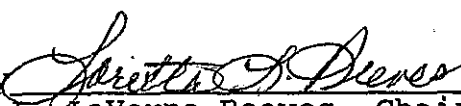
EMBARCADERO CORP.

By


Thomas J. Keeley, President

ADVISORY NEIGHBORHOOD COMMISSION 2D

By


L. LaVerne Reeves, Chairperson